

Debit Mastercard[®] Conditions of Use

Effective 18 May 2023



Debit Mastercard® conditions of use

The purpose of these TSB Debit Mastercard conditions of use is to give you a clear understanding of:

- the basics of using the debit card
- what you need to know when using your debit card
- your responsibilities when using your debit card
- our obligations to you.

Your debit card belongs to us. If we ask you to, you must give it back to us. By using your debit card, you agree that you are legally bound by these conditions of use.



As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain language quality mark.

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1. Read this first — keeping your card secure

Read these important rules before you use your card.

1. You must sign your debit card immediately when you receive it.
2. You must be the only person who uses your card. Insert, swipe, or wave it yourself.
3. Don't give your debit card to anyone else.
4. Where possible, don't let your debit card out of your sight when you're using it.
5. Don't leave your debit card in an unattended wallet, purse, vehicle, or anywhere else it could be stolen from.
6. Protect your PIN at all times.
7. Don't tell anyone your PIN — including merchants, the police, our staff, or your family. Even if our staff or police are carrying out an investigation, they won't need your PIN.
8. Don't tell anyone your PIN while communicating on the internet.
9. Don't write down your PIN anywhere.
10. Make sure no one can see you enter your PIN at ATMs or terminals.
11. Tell us if you change your address, so you continue receiving letters from us.
12. If your debit card is lost or stolen, tell us as soon as possible.

2. Certain words have special meanings

Some words or phrases in these conditions of use have specific meanings.

Accounts: the TSB accounts which you can access with your debit card. 'Account' means any one of these accounts.

ATM: an automatic teller machine (cash machine) that accepts your debit card, anywhere in the world.

Debit card and **card:** the Debit Mastercard we give you. It also includes any other way you can use your debit card number, such as through:

- a key fob
- a device such as a sticker attached to a mobile phone
- a mobile app for making payments.

When we write 'card' in these terms and conditions, we mean your debit card, unless otherwise explained.

Debit Mastercard Fees Information: the Debit Mastercard Fees Information schedule, setting out the fees that apply to your debit card.

EFTPOS (electronic funds transfer at point of sale) transaction: paying a merchant by electronically transferring money from your account. EFTPOS does not use the Mastercard system to make the transfer.

Mastercard: the payments company that owns the rights to use the Mastercard symbol.

Foreign currency transaction: a transaction made in a currency other than New Zealand dollars.

Person: an individual, company or other body corporate, trust, or partnership.

PIN: the Personal Identification Number you selected, allowing you to use your debit card to access transactions through an ATM or terminal.

we, us, and our: TSB Bank Limited.

you and your: means the holder of a debit card.

3. Keeping your card and money secure

You can do some simple things to keep your card and money secure.

Choose a safe PIN and keep it private

Your debit card must have a PIN which other people can't easily guess. You could be responsible for losing money if you don't protect your card or PIN. Don't use these kinds of PIN numbers:

- your birthday (2803) or year of birth (1978)
- a spouse or child's birthday, or an anniversary
- your age (3838)
- sequences or repeated numbers (1234, 1111)
- any sequence of numbers written on the card
- parts of a landline or mobile phone number
- parts of a driver's licence number, or its expiry date
- a locker or alarm code.

Consider using a different PIN for different cards or devices you have.

Temporarily block transactions if you need to

You can temporarily block transactions from being made on your debit card. To block or unblock your card, go to Card Manager in online banking or your TSB app. You can also call us on 0800 872 226 or +64 6 968 3700 (international).

When you temporarily block your debit card, recurring payments or subscriptions you've set up on the card may not be made.

If someone else has a different debit card linked to one of your accounts, they will still be able to make transactions using their card.

Even if your card has been temporarily blocked, you'll be responsible for any authorised transactions. These could include any recurring payments or subscriptions we're required to process.

If your card is lost or stolen, temporarily blocking it will not report this to us. You must cancel and replace your card in Card Manager or call us as quickly as possible on the number below so we can permanently block your card.

Tell us straight away if your card is lost or stolen, or if you think someone else knows your PIN

Tell us straight away if:

- you lose your debit card or it's stolen
- you know that someone else has your card
- you think someone has used your card or knows your PIN.

You can use Card Manager to tell us. If you're in New Zealand, phone us on 0800 872 226. If you're overseas, phone +64 6 968 3700 collect through an operator. A collect call allows you to call for free, but only if you ask the local operator first.

If you can't contact us, tell Mastercard Global Emergency Services. You can find contact details for your nearest office at www.mastercard.com.

Once we know what's wrong, we may give information to the police, Mastercard, or the merchant. You must lodge a formal complaint with the police if we ask you to.

We will replace any lost, stolen, or damaged debit card if you ask us to — we may charge a fee to replace any lost or damaged debit card. If you ask us to send an urgent replacement card, or send a card overseas, we may charge a fee for the courier service.

4. The basics of using your card

This section tells you how to get the most out of your card. You can use your debit card at any ATM or EFTPOS machine in New Zealand and at certain ATMs and merchants overseas.

You need to nominate an account to access with your card

You must nominate a 'default account'. If you make a transaction that doesn't allow you to select an account, it will take money from your default account. The card will use your default account for online transactions, mail orders, telephone orders, contactless transactions, and most foreign currency transactions.

Changing your default account, or the accounts your card can access

If you want to change one or more of the accounts you can access with your debit card, or your default account, please call us on 0800 872 226. If someone else owns your account, they also need to agree to the change of your accounts or default account.

You can only change your default account after all transactions (including pending transactions) on your current default account have been processed.

Some accounts can't be accessed with a debit card

You can only access two accounts through your debit card (through the 'cheque' and 'savings' options you see on an EFTPOS machine). You can't access some types of account with a debit card, such as those that you can only access jointly with another person. Agents or operators of an account that do not own it cannot be issued with debit cards.

Your card can make contactless transactions

You can make contactless transactions by tapping your card on a contactless reader. You can do this in New Zealand or overseas with any merchant or bank displaying the contactless symbol. You can insert or swipe your card instead if you prefer.

In New Zealand, you can make contactless transactions of NZD\$80 (changed to NZD\$200 during the COVID-19 pandemic) or less without entering a PIN. You'll only get a receipt for contactless transactions if you ask for one. If you try to make a contactless transaction in New Zealand above the relevant limit, you'll need to sign for it or enter a PIN in the usual way.

The limits for contactless transactions without PINs can change occasionally. For example, at the start of the COVID-19 pandemic the limit was changed temporarily to NZD\$200.

Different limits may apply if you use your debit card to make a contactless transaction overseas. We don't set these overseas limits.

Your card has limits for spending and cash withdrawals

You can withdraw a maximum of NZD\$2,000 cash from an ATM per day and spend a maximum of NZD\$12,000 per day. These daily limits are based on 24-hour periods of New Zealand time. If the bank or institution operating the ATM applies a maximum daily limit which is less than our limits, that limit will apply instead.

If a merchant or financial institution you're dealing with has lower minimum or maximum transaction limits than ours, you will need to meet their limits.

You can't withdraw cash over the counter at a TSB branch using the Mastercard network.

You may have to pay to use some other ATMs

Other banks and institutions may charge a fee to use their ATMs. We may receive a commission in relation to such transactions.

We might not accept some transactions

We can choose to not accept a transaction for any reason set out in these conditions of use.

We may not accept a transaction if:

- you try to withdraw or spend more than a limit we applied to your debit card
- we suspect someone is misusing your card
- we feel it's necessary to keep your debit card or account(s) secure
- you don't provide the authentication code required in some online transactions
- we believe accepting the transaction could breach a law or sanction.

We can't stop or cancel a transaction you make with your debit card. If a merchant charges you the wrong amount or you return an item, they may not be able to stop or cancel a transaction. Instead, they may need to credit your account through Mastercard's network.

You might be asked to authenticate your identity before completing an online transaction with your debit card. For example, you may receive an authentication code in a text message. You must use this code to complete the transaction. We aren't liable for any loss caused by you not authenticating your identity.

We can pre-authorise transactions for you

We might authorise a bank or merchant to complete a transaction that you requested. The authorisation confirms your debit card's status (that it isn't recorded as stolen or blocked), and that you have enough funds in your account for the transaction.

A bank or merchant may not know the transaction's actual cost, such as when you're paying for hotel accommodation. In this case, we can authorise the estimated cost of your transaction. We'll then reduce the available funds in your account by that amount.

We'll hold the authorisation against your account until we process a transaction that matches it. Otherwise, we'll hold the authorisation for up to 5 calendar days, or longer if we're required to. In some cases, your available funds can be temporarily reduced by both the authorised (estimated) amount and the actual amount.

5. Using your card overseas and for foreign currency transactions

You can use your card overseas with any merchant, ATM, or bank displaying the Mastercard symbol. If you travel overseas, we advise you to give us a copy of your itinerary and contact phone numbers. This will help us to know if it is really you using your card, not a fraudster.

When using your card overseas, you'll need to be aware of the restrictions and fees that could apply.

How we convert foreign currency transactions into New Zealand dollars

You can use your debit card for foreign currency transactions. Whether you're spending or a merchant or financial institution is reversing a transaction, Mastercard will either:

- convert the transaction from the original currency to US dollars and then into New Zealand dollars
- convert the transaction directly from the original currency into New Zealand dollars.

We will convert the transaction at the exchange rate Mastercard selects before Mastercard processes the transaction. Mastercard can process the transaction later than the actual date it occurs.

We will charge a currency conversion fee for the transaction. We explain this fee in 'Debit Mastercard Fees Information'.

Fees and charges on foreign currency transactions and overseas transactions

We charge a currency conversion fee on foreign currency transactions.

We won't charge a currency conversion fee on credits or overseas refunds processed through the Mastercard network. If your card is refunded through the Mastercard network, we'll also refund any currency conversion fee we charged on the original transaction.

Restrictions and charges may apply on some transactions

Overseas transactions and foreign currency transactions may be affected by exchange controls or other government requirements. Your purchases might be subject to customs duties, taxes, or both. Overseas transactions and foreign currency transactions might be affected by third party charges — these charges are your responsibility. For example, third parties might charge you for using an overseas ATM or bank branch to withdraw cash. The charges may be added to the

transaction amount and become part of the amount converted.

You may be able to pay in New Zealand dollars or local currency

You may be asked if you want to pay for goods or services in New Zealand dollars or in the merchant's local currency. This is called 'dynamic currency conversion' and will only happen if you agree to it with the merchant. The merchant and their bank determine the conversion rate and apply it when you pay. We have no control over the conversion rate used or margins applied.

6. Cancelling your card or payments, and resolving disputes

While we or you can cancel your card, only you can cancel a recurring payment or subscription, or resolve a dispute with merchants or financial institutions.

We or you can cancel your card

We may cancel your debit card at any time, without telling you. We will usually only do this if:

- your accounts have been closed and you haven't nominated any others in their place
- you acted abusively or aggressively towards one of our staff
- you overdraw an account without our agreement
- you are an undischarged bankrupt, or become one
- we will no longer be offering the TSB Debit Mastercard as a product
- we have reason to believe the card may be used for fraud, money laundering, or other criminal offences
- another person owns the accounts you can access with your card and they ask us to cancel your card. These people could include a company or trust
- we are required to do so by law, such as national and international tax rules.

If we cancel your card or close your account, you must not use your card and must return it to us if we ask

you to. You can ask to cancel your card at any time.

What happens after your card is cancelled

After we've cancelled your card or closed your account, you're still liable to us for some amounts. These include amounts debited to your account for any transactions or fees charged after your debit card was cancelled or your account closed. You're also still liable for any recurring transactions, subscriptions, and related fees debited to your account.

You're responsible for contacting any business or person that regularly bills your account to tell them your account is closed. For information on how to do this, see 'Only you can cancel a recurring payment or subscription' below.

You must tell us if you change your address while you have a debit card or you owe us money in relation to your debit card.

These conditions of use apply after a debit card is cancelled, the account is closed, or it's no longer linked to a debit card. They also apply until your account is closed or you've paid all amounts charged to the card, from before or after your debit card is cancelled.

Only you can cancel a recurring payment or subscription

If you set up a recurring payment or subscription, we can't cancel it. You must write to the merchant to tell them you're cancelling the payment before the next scheduled payment date. Keep evidence of when you cancelled the payment. Until you cancel the payment, the merchant can ask us to charge your account, and we must do so.

Only you can settle disputes with merchants or financial institutions

We are not liable or responsible to you if:

- a merchant refuses to accept your debit card
- you can't access or withdraw cash from ATMs in New Zealand or overseas — other than as set out in 'Our obligations to you' on page 18.

- any goods or services you buy with your debit card are defective or deficient.

You must settle any claim or dispute of these types directly with the merchant or financial institution. You should be aware of the risks of using your card to pay for goods or services. You should also consider the reputation of the merchant you are doing business with.

You are responsible for checking your account for unauthorised or disputed transactions

If a transaction made on your account through the Mastercard network was incorrect, write to or email us within 60 days of the transaction. Give full details of what you think the error is. If you don't meet this time limit, we can't reverse the transaction and you will be liable for it.

You can't dispute transactions made using a New Zealand EFTPOS machine or at a New Zealand ATM.

You can check your account through TSB internet banking, our mobile app, paper statements, or any other method we provide. If you ask us to send you paper statements for your accounts less often than once a month, you may not notice an incorrect transaction until it's too late to dispute it.

We can sometimes reverse unauthorised or disputed transactions

Sometimes, we can reverse a transaction under Mastercard's rules. If you ask us to dispute a transaction, we'll let you know within 30 days that we received your request to dispute a transaction. If we decide that the dispute can be investigated, we'll investigate it and report back to you as soon as we can.

We can't reverse transactions in certain situations. These include if you disagree with the merchant about the quality of goods or services, or if you change your mind about wanting to buy the goods or services.

If you believe that a fee on your account in relation to a Mastercard transaction or your debit card is not

correct, tell us as soon as possible after being charged. We may not be able to confirm that it is incorrect if you wait too long to tell us.

If we agree that an error has occurred, and we are able to reverse the transaction or fee, we will correct your account. We'll reimburse any fees or charges you received as a result of that transaction or fee.

Once we have accepted your request to dispute a transaction, we'll credit its value to your default account. However, if the dispute is unsuccessful, we'll tell you why and the amount will be re-debited.

7. Dealing with losses

You will be liable for some unauthorised transactions or other losses, but not for others. This section explains when you will and won't be liable.

You are not liable for certain losses for unauthorised transactions

You won't be responsible or liable for unauthorised transactions if:

- you took reasonable care to protect your debit card and PIN from loss or theft
- you promptly reported your debit card or PIN being lost, stolen, or compromised. We explain how to do this in 'Tell us straight away if your card is lost or stolen, or someone else knows your PIN' on page 7.

You will not be liable for any loss we suffer due to:

- fraud or negligence by our employees, agents, or parties that provide electronic banking services
- faults in machines, cards, or systems, unless the faults are obvious or advised by message or notice on display
- unauthorised transactions occurring before you receive your debit card
- any other unauthorised transaction, where you took reasonable care to protect your debit card and PIN.

You are liable for some losses

You will be liable for losses caused by the unauthorised use of your debit card if you didn't take reasonable care to protect your debit card or PIN.

Some situations where we would consider you didn't take reasonable care include:

- you chose an unsuitable PIN (we explain how to choose a safe PIN in 'Choose a safe PIN and keep it private' on page 6)
- you keep written records of your PIN or PINs
- you give your debit card or PIN to anyone else
- you don't immediately sign your debit card when you receive it
- you don't prevent other people seeing your PIN while you key it in
- you don't promptly report your debit card or PIN being lost, stolen, or compromised to us.

In these cases, you'll be liable for whichever is the smaller amount:

- the amount of the loss at the time we found out about it
- the maximum amount you could have withdrawn from the account between the time your debit card was lost or stolen, or the PIN was compromised, and the time you told us.

You are liable for losses due to your fraud or negligence

You are liable to us for all losses resulting from your fraud or negligence.

8. We charge fees for your debit card

We may charge your default account with fees for issuing and using your debit card, and related services. These fees are set out in the Debit Mastercard Fees Information. You can also find them at www.tsb.co.nz/fees/account-service.

9. Making changes to how your card works and these conditions of use

This section explains how we make changes to how your card works, and how we'll tell you about changes.

We'll tell you if we change how your card works

We can add to, change, or withdraw any of the features related to your debit card at any time, without your agreement. We will give you 14 days' notice if we change or withdraw any of the features, except where these conditions of use say otherwise. We won't tell you beforehand about the temporary suspension or permanent removal of our security authentication system. We can add features without giving you any notice — we'll let you know the details as these features become available.

We'll tell you if we change the fees for your card

We can change the fees and how we calculate them. We'll give you 14 days' notice before we change a fee. We may give you less notice if we're reducing or removing a fee.

We'll tell you if we change these conditions of use

We may change any of these conditions of use without your agreement.

We'll give at least 14 days' notice of these changes, except where these conditions of use say otherwise.

We won't tell you about a change beforehand if it is to protect you or the security of the debit card system. We also won't tell you beforehand about a change to the contactless transaction limits.

If we change these conditions of use or fees, we will either:

- tell you directly about the changes (for example, by email)
- display them in our branches, publish them in the media (including public notices) and/or publish them on www.tsb.co.nz.

10. Keeping your information private

We understand that your privacy is important to you. It's important to us too. We are open about the personal information we collect and share while running our business.

Our privacy notice sets out how we use your personal information

You allow us to collect, store, use, and share your personal information, in accordance with our privacy notice. The notice explains how we do this. It forms part of these conditions of use. You can ask for a copy of the notice from any of our branches or find it at www.tsb.co.nz/privacy-notice.

We explain in the notice that we can change its content occasionally. In that case, the notification clauses in the notice will apply, not the ones in this document.

11. Transferring rights, obligations, and security

We may assign or transfer any of our rights or obligations under your conditions of use, without your consent. If we do this, under your conditions of use, 'we', 'us', and 'our' means the person we've assigned or transferred those rights or obligations to.

You can only transfer your contract or grant security if we agree

You can only transfer, assign, or grant any security over any rights in your debit card or your conditions of use if we agree, or the security is in our favour.

12. Our obligations to you

We can be liable to you for any direct losses you suffer due to:

- your debit card failing
- any ATM belonging to us failing
- associated electronic systems failing.

We'll be liable if these losses are caused by fraudulent conduct by our employees or agents, or by our gross negligence or wilful default. We are not liable for indirect loss (or consequential loss) which you suffer in those circumstances.

13. These conditions of use only apply to your Debit Mastercard

Using your debit card is a way to use money in your account(s). The terms of your debit card are separate from the terms for your accounts.

Our General Banking Information booklet is not part of the terms of your debit card.

Your debit card may have features with their own terms and conditions. In this case, we'll let you know about these and where to find information about them.

These conditions of use do not apply to any TSB Visa debit card. These have their own terms and conditions.

If you use TSB internet banking or the TSB mobile app to access information about your debit card, our digital banking terms and conditions will apply. You can read these terms and conditions at www.tsb.co.nz/information.

14. New Zealand law applies to these conditions of use

New Zealand law applies to your conditions of use. If a New Zealand court decides any of the terms are unlawful, we will remove them. The remaining terms will still be enforceable.

We are bound to meet the guarantees in the Consumer Guarantees Act 1993.

Need more information?

Visit us in branch

Visit [tsb.co.nz](https://www.tsb.co.nz)

Call **0800 872 226**

